

**UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JAMES A. WEIRTS and
MILDRED P. WEIRTS

Plaintiffs,

Case No. 13-cv-12726

vs.

Honorable George Caram Steeh
Magistrate Laurie J. Michelson

BANK OF AMERICA, N.A., and
US BANK NATIONAL ASSOCIATION,
SUCCESSOR TRUSTEE TO BANK OF
AMERICA, N.A., AS SUCCESSOR TO
LASALLE BANK, N.A., AS TRUSTEE FOR
THE MERRILL LYNCH FIRST FRANKLIN
LOAN TRUST, MORTGAGE LOAN
BACKED CERTIFICATES 2007-3

Removed from:
Oakland County Circuit Court
Case No. 13-134072-NZ
Hon. Michael Warren

Defendants.

STIPULATED ORDER FOR STAY OF LITIGATION

Now Come the parties, Plaintiffs James A. Weirts and Mildred P. Weirts, and Defendants Bank of America, N.A. (“BANA”) and U.S. Bank National Association, successor trustee to Bank of America, N.A., as successor to LaSalle Bank, N.A., as Trustee for the Merrill Lynch First Franklin Loan Trust, Mortgage Loan Backed Certificates 2007-3 (“U.S. Bank”) (collectively, “Defendants”), by and through their respective counsel, and hereby agree and stipulate as follows:

1. The parties stipulate and agree that in light of their settlement negotiations intended to resolve the matter by means of a possible loan modification, the proceedings shall be stayed for 90 days from the date of the entry of this order to allow for possible resolution of this matter, pending the outcome of the loan modification review. The parties acknowledge that

BANA has agreed to submit Plaintiffs' information to Nationstar, the current servicer of Plaintiffs' loan, to review Plaintiffs' loan for a possible modification, and there is no guarantee that such modification will be approved or offered.

2. The parties stipulate and agree that Plaintiffs shall have fourteen (14) days from the date of the entry of this order to return a completed loan modification application to BANA. BANA will then have three (3) days to review the application for completeness. If complete, BANA will submit the application to Nationstar for review.

3. The parties stipulate and agree that Plaintiffs shall pay monthly escrow payments of \$558.29 (the "Escrow Funds") to the Court no later than the first day of each month beginning on December 1, 2013, until the resolution of this matter. If Plaintiffs are approved for a loan modification or, alternatively, if Defendants ultimately prevail in the litigation, the Escrow Funds shall be paid to BANA and applied to amounts outstanding on Plaintiffs' loan. If Plaintiffs are not approved for a modification and ultimately prevail in the litigation, the Escrow Funds shall be returned to Plaintiffs. This order does not alter Plaintiffs' obligations under any agreement between the parties, and it should in no way be construed as a waiver by the owner of the loan to collect the amounts due and owing on the loan.

4. The parties stipulate and agree that if any party believes that settlement is no longer fruitful or beneficial, then the party may serve a proposed order ending the stay.

IT IS SO ORDERED.

Dated: October 28, 2013

s/George Caram Steeh
Hon. George Caram Steeh
U.S. District Judge

STIPULATED TO ON 10/28/13 BY:

/s/ Justin G. Grove
Justin G. Grove (P71253)
Dailey Law Firm, PC
Attorney for Plaintiffs
28000 Woodward Ave., Suite 201
Royal Oak, MI 48067
(248) 744-5005
justin@daileylawyers.com

/s/ Lindsey R. Johnson
Lindsey R. Johnson (P67081)
Maddin, Hauser, Wartell, Roth & Heller, P.C.
Attorneys for Defendants
28400 Northwestern Highway, 3rd Floor
Southfield, MI 48034
(248) 354-4030
ljohnson@maddinhauser.com